

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6-18-03

Division: Growth Management

Bulk Item: Yes ☒ No ☐

Department: Marine Resources

AGENDA ITEM WORDING: Approval of the Contract Agreement between Monroe County and American Underwater Contractors, Inc. for the replacement/upgrading of the regulatory marker system at Key Colony Beach.

ITEM BACKGROUND: Three Marine Contractors contacted for quotes. One response received, American Underwater Contractors @ \$13,840.00.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES: New Contract

STAFF RECOMMENDATIONS Approval

TOTAL COST: \$13,840.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: Staff Time Only

FUNDING SOURCE: BIF

REVENUE PRODUCING: Yes ☐ No ☒ **AMOUNT PER:** MO \$ _____ YR \$ _____

APPROVED BY: COUNTY ATTY ☒ OMB/PURCHASING ☒ RISK MANAGEMENT ☒

DIVISION DIRECTOR APPROVAL: _____

Timothy J. McGarry, AICP

DOCUMENTATION: INCLUDED ☒ TO FOLLOW ☐ NOT REQUIRED ☐

DISPOSITION: _____

AGENDA ITEM #: 1713

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: American Underwater Contract # _____
Contractors, Inc. Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:
Replacement/Upgrading of regulatory marker system at
Key Colony Beach.

Contract Manager: Kim McGee 3911 Marine Resources-Marine
 (Name) (Ext.) (Department/Stop #)
Projects Section #9

for BOCC meeting on 6/18/03 Agenda Deadline: 6/3/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 13,840.00 Current Year Portion: \$ 13,840.00
 Budgeted? Yes ☒ No ☐ Account Codes: 157 - 62603 530 - 340 -
 Grant: \$ BIF _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ N/A/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/03/03</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>6/03/03</u>
Risk Management	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>5/29/03</u>
O.M.B./Purchasing	<u>6/29/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5/30/03</u>
County Attorney	<u>5/28/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>5-29-03</u>

Comments: _____

County of Monroe

Department of Marine Resources
2798 Overseas Highway, Suite 420
Marathon, Florida 33050
Phone: (305) 289-2805
FAX: (305) 289-2536



May 8, 2003

Board of County Commissioners
Mayor Dixie Spehar, Dist. 1
Mayor Pro Tem Murray Nelson, Dist. 5
Comm. Charles "Sonny" McCoy, Dist. 3
Comm. George Neugent, Dist. 2
Comm. David Rice, Dist. 4

To: Kim McGee, Marine Projects Coordinator
From: Richard Jones, Marine Resources Planner
Re: Replacement of regulatory buoys at Key Colony Beach

The Department of Marine Resources is working with the City of Key Colony Beach with the replacement/upgrading of their regulatory marker system. We are assisting with both the design and funding of the new regulatory system.

Please send out the attached Scope of Work to obtain bids from qualified contractors for this project.

AMERICAN UNDERWATER CONTRACTORS, INC.

102 SUN FISH LANE JUPITER, FL 33477

PH: 561-575-5538 FAX: 561-575-4651

Email: AUCfostr@aol.com

May 20, 2003

Mrs. Kim McGee
Marine Projects Coordinator
Monroe County Marine Resources
5503 College Road
Room 201, Dept Of Juvenile Justice
Key West, FL 33040

Ph: 305-295-3911

Fx: 305-295-3917

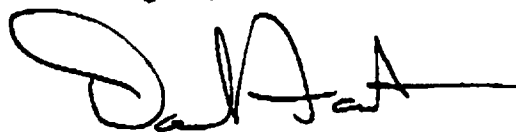
RE: Bid For Regulatory Marker Installation-Key Colony Beach

Dear Kim:

As per your fax dated May 12, 2003, American Underwater Contractors, Inc. can complete all work required for the installation of Regulatory Markers at Key Colony Beach for a lump sum price of \$13,840.00 (Thirteen thousand, eight hundred and forty dollars)

Thank you for the opportunity to bid this job.

Best Regards,



David Foster
President,
American Underwater Contractors, Inc.

CONTRACT AGREEMENT

AGREEMENT, MADE THIS _____ day of _____ 2003, by and between, American Underwater Contractors, Inc. ("Contractor"), and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, of the County of Monroe, State of Florida (Board).

The Contractor and the Board, for the consideration named, agree as follows:

1. The Contractor shall furnish all the equipment and materials for the removal and disposal of existing buoys, ground tackle, concrete anchor piles, and the installation of 17 collared buoys, downlines and embedment anchors according to the Scope of Work/ Map attached as Exhibit A and Specifications attached as Exhibit B.

2. The work performed under the Contract shall commence immediately from the date the Liaison provides the Notice to Proceed and shall be completed by July 31, 2003.

3. The Contractor understands the rules and procedures instituted by the Board to ensure an orderly progress to the project and the intent and the requirements of the Scope of Work and Specifications attached as Exhibit A & B.

4. The Board shall pay the Contractor the total sum of \$ 13,840.00 for the work listed in Exhibit A of this Contract. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Payment shall be upon completion by the Contractor and review and approval of the close out documentation by the Marine Projects Coordinator.

5. The attached Scope of Work, Map, and Specifications together with this Agreement, form the Contract. They are fully a part of this Contract as if repeated herein verbatim.

6. The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of the County Commissioners from any and all claims for bodily injury (including death), personal injury, and the property damage (including property owned by Monroe County) and other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractor(s) in any tier, their employees or agents. The purchase of the insurance required in the paragraph 11 does not vitiate this indemnification provision.

7. The Contractor acknowledges his/ her intention to comply with the need to coordinate all work with the appropriate environmental agencies, the U.S. Coast Guard, and the County.

8 . The Contractor agrees to supply the County with a set of photographs of the complete work along with a letter certifying completion of work.

The Contractor will be responsible for the camera, film, and development costs. The Contractor also agrees to provide transportation for the Liaison to inspect the completed work.

9. The Contractor understands and agrees that no payment will be made for this project without required photographs and written certification of completion.

10. Due to the use of heavy equipment and, at times, dangerous work environment, the Contractor understands and agrees to maintain an alcohol and drug free work environment.

11. The CONTRACTOR will be responsible for all necessary insurance coverage as indicated by the an "X" on the attached forms of Exhibit C identified as General Insurance Requirements and INSKLST 1-4, as further detailed on forms WC1, WCJA, GL1, VL1, & WL1. All policies must list Monroe County as additional insured with the exception of the Workers Compensation policy.

12. The Contractor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the owner may, in its discretion, terminate this contract without liability and may also, in its direction, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

13. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity in excess of the threshold amount provided in Section 287.017, for
CATEGORY TWO (\$10,000.00) for a period of 36 months from the date of being
placed on the convicted vendor list.

14. The Board may terminate this Agreement with or without cause at any time
upon giving the Contractor up to 10 days notice in writing. The Contractor, upon receipt
of the notice, shall immediately cease work. The Board must pay the Contractor the
percentage of the contract price which is satisfactory to the Board up to date the
contractor received the notice of termination.

14. This Contract is governed by the laws of the State of Florida. Venue for any
litigation arising under this contract must be in Monroe County.

IN WITNESS WHEREOF the parties here to have executed this agreement by the
day and year first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Mayor/Chairman

Witness: Chris Isler

Business Name: American Underwater Contractors, Inc

Witness: Walter

By: [Signature]

Title: President

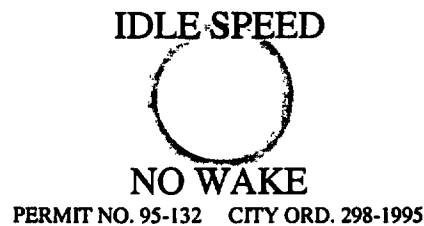
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: [Signature]
ROBERT N. WOLFE
DATE 5-29-03

Scope of Work
For Regulatory Marker Installations at Key Colony Beach

The existing regulatory buoy system for the City of Key Colony Beach is being replaced and upgraded (see attached Location Sheet for more detailed information). The work to be performed shall include the following:

- 1) Removal and proper disposal of existing buoys, ground tackle and concrete anchor piles.
- 2) Installation of 17 collared buoys, downlines, and embedment anchors.

Language and symbols on buoys shall appear as follows:



The awarded contractor shall provide all materials and hardware for the above described installations.

Contractors should refer to the attached Monroe County marker specifications sheets for more detailed information regarding specifications and installation of collared buoys. Contractors must be experienced in the installation of embedment anchor systems. Contractors must coordinate the installations with Richard Jones, Marine Resources Planner (305 289-2805), to ensure that all work is performed satisfactorily.

Location Sheet
for
Key Colony Beach Regulatory Markers

Key Colony Beach has proposed buoy replacement for their (originally) 17 regulatory buoys. Most of the 17 proposed locations are in the same location as the existing buoys. Some of the 17 (existing) buoys are currently missing. The existing buoys are said to be attached to concrete piles by chain. Buoy locations are mostly in 10-20' of water.

The awarded contractor will remove and properly dispose of all existing buoys and ground tackle, including the concrete piles (where found). All replacement buoys, attachment lines and anchors will meet current County specifications. Collared buoys will be installed in the following locations (also indicated on attached color GIS map):

<u>Buoy #</u>	<u>Latitude</u>	<u>Longitude</u>	<u>Depth (ft) *</u>
1	24° 43' 37.2"	81° 01' 38.4"	15
2	24° 43' 34.9"	81° 01' 42.6"	21
3	24° 43' 31.5"	81° 01' 44.9"	17
4	24° 43' 27.5"	81° 01' 47.6"	14
5	24° 43' 22.0"	81° 01' 49.6"	15
6	24° 43' 14.6"	81° 01' 47.3"	24
7	24° 43' 08.6"	81° 01' 41.1"	15
8	24° 43' 01.7"	81° 01' 32.4"	16
9	24° 42' 57.2"	81° 01' 25.9"	19
10	24° 42' 57.8"	81° 01' 23.4"	14
11	24° 42' 59.9"	81° 01' 17.4"	11
12	24° 43' 01.6"	81° 01' 12.7"	11
13	24° 43' 05.3"	81° 01' 02.2"	13
14	24° 43' 08.6"	81° 00' 54.6"	12
15	24° 43' 11.1"	81° 00' 49.9"	12
16	24° 43' 13.2"	81° 00' 46.4"	12
17	24° 43' 16.5"	81° 00' 41.8"	11

* depths are approximate

Vaca Cut

Proposed Buoy
Locations (1-17)

